



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z13008

TITLE: PPO Network and/or Physician Consultant

ISSUE DATE: 10/2/12

REQ NO.: NR 300 47502000009

BUYER: Stacia Dawson

PHONE NO.: (573) 522-3052

E-MAIL: [Stacia.Dawson@oa.mo.gov](mailto:Stacia.Dawson@oa.mo.gov)

RETURN PROPOSAL NO LATER THAN: 10/29/12 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

<p>(U.S. Mail)</p> <p>RETURN PROPOSAL TO: DPMM</p> <p>PO BOX 809</p> <p>JEFFERSON CITY MO 65102-0809</p>	<p>or</p>	<p>(Courier Service)</p> <p>DPMM</p> <p>301 WEST HIGH STREET, RM 630</p> <p>JEFFERSON CITY MO 65101-1517</p>
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CONTRACT PERIOD: December 1, 2012 through November 30, 2013

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Office of Administration  
Division of General Services, Risk Management Section  
301 West High Street, Room 770  
Jefferson City MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 08/28/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

**SIGNATURE REQUIRED**

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of a (1) Preferred Provider Organization (PPO) Network of hospitals and physicians to provider workers compensation medical services and (2) Physician Consultant Services as set forth herein.
- 1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Introduction and General Information
  - 2) PPO Network Contractual Requirements
  - 3) Physician Consultant Contractual Requirements
  - 4) Proposal Submission Information
  - 5) Pricing Page(s)
  - 6) Exhibits A - I
  - 7) Terms and Conditions
  - 8) Attachment 1 - The offeror is advised that an attachment exists to this document which provides additional information and instruction. This attachment is a separate link that must be downloaded from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain the attachment. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachment.

### 1.2 Background Information:

- 1.2.1 The Office of Administration, Division of General Services, Risk Management Section administers the workers' compensation program for all State of Missouri employees, excluding employees of the University of Missouri System, Department of Transportation, and the Missouri Highway Patrol. The State of Missouri self-assumes the costs of providing workers' compensation benefits to all covered state employees (Section 105.800, RSMo). The Central Accident Reporting Office (CARO), within the Risk Management Section, receives all reports of injuries and processes claim payments related to state employee injuries in compliance with the state's liability as an employer under Chapter 287, RSMo.
- 1.2.2 Approximately 58,000 state employees are currently covered under the self-insured workers' compensation program administered by CARO.
- 1.2.3 During fiscal year 2012 (July 1 through June 30), CARO paid \$16,431,202 in medical costs. Approximately 36,959 payments made to medical providers, case management services, pharmacies, etc. were processed in fiscal year 2012. Detailed information for payments made directly to medical providers is provided in Attachment #1. The level of expenditures over the previous five (5) fiscal years is as follows:

	<b>Indemnity</b>	<b>Medical</b>	<b>Settlement</b>	<b>Total</b>
FY 2008	\$1,425,708	\$13,929,683	\$8,505,865	\$23,816,256
FY 2009	\$1,275,345	\$15,250,973	\$9,811,415	\$26,337,732
FY 2010	\$1,564,957	\$14,796,029	\$9,105,992	\$25,466,978.53
FY 2011	\$1,541,594	\$19,398,512	\$9,467,036	\$30,407,141
FY 2012	\$1,648,727	\$16,431,202	\$,618,276	\$26,298,205.46

- 1.2.4 The number of injuries reported to CARO that incurred a cost over the previous five (5) fiscal years is indicated below:

- a. FY08 4200
- b. FY09 4203
- c. FY10 3888
- d. FY11 3987
- e. FY12 3457

1.2.5 During fiscal year 2012, the toll free telephone line received an average of approximately 510 telephone calls per month. The number of toll free telephone calls taken during the four previous fiscal years is as listed below. The majority of calls are received between 8:00 am and 5:00 pm. Information related to the number of calls received after such hours or the length of the calls is not available. The majority of the calls are seeking authorized medical referrals. Approximately 25-30% of the calls are "other" that would consist of just reporting in or seeking additional information that are referred to the CARO office.

- a. FY08 6438 calls
- b. FY09 6349calls
- c. FY10 6252 calls
- d. FY11 5925 calls

1.2.6 During fiscal year 2012, CARO processed an average of 3,079 medical payments per month. The number of medical payments over the five (5) past fiscal years is as follows:

	Medical Payments
FY 2008	37,562
FY 2009	40,712
FY 2010	36,870
FY 2011	40,031
FY 2012	36,959

1.2.7 The total dollars billed by, and the reimbursement allowed, to non-PPO providers for the three previous fiscal years is as follows:

	<b>Total Dollars Billed by Non-PPO Providers</b>	<b>Total Reimbursement Allowed to Non-PPO Providers</b>
FY 10	\$1,749,957	\$1,436,874
FY 11	\$2,180,392	\$1,664,890
FY 12	\$2,471,399	\$1,964,468

1.2.8 Claims data for the five previous fiscal years is as follows. However, claims data has matured since the initial reporting of the injuries, so these figures will not necessarily total the number of injuries reported for that year.

	<b>Medical Only</b>	<b>Indemnity</b>	<b>Incident Only</b>
FY08	2953	430	598
FY09	2939	465	672
FY10	2688	405	785
FY11	2591	351	939
FY12	2641	315	913

1.2.9 For purposes of this RFP, the following definitions shall apply:

Global Fee Pricing Packaging/Discounts – A flat fee for a group of services for a particular diagnosis or procedure. Example: Carpal Tunnel Release - One flat fee for the outpatient facility (hospital or surgery center) that includes anesthesia, laboratory, pharmacy, radiology, supplies, etc.

Usual and Customary Fee - As required under subsection 10 of Section 287.140, RSMo, and as may be regulated by the Missouri Department of Insurance, Financial Institutions, and Professional Registration under Section 287.135, RSMo, concerning certification of MCOs, a usual and customary fee means a charge by a healthcare provider for a treatment or service compensable under Workers Compensation Law which is no greater than the fee received by the provider when the payor for such service is a private individual or a private health insurance carrier.

- 1.2.10 For additional information about the Office of Administration, Division of General Services, Risk Management Section, potential offerors should reference the following Internet website:  
<http://www.oa.mo.gov/gs/risk/index.htm>
- 1.2.11 A previous contract has existed for the services being obtained via this RFP. A copy of the contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://www.oa.mo.gov/purch>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z08237 or the contract number C308237001 when searching for these documents.
- 1.2.12 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

## 2. PPO NETWORK CONTRACTUAL REQUIREMENTS

**The requirements specified in this section are applicable to the contractor providing PPO Network Services.**

- 2.1 General Requirements:** The contractor shall provide a Preferred Provider Organization (PPO) network of hospitals and physicians to provide workers' compensation medical services to State of Missouri employees for the Office of Administration, Division of General Services (referred to hereinafter as the "state agency,"), Central Accident Reporting Office in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- 2.1.1 The contractor shall coordinate all services with the state agency's Central Accident Reporting Office (CARO).
- 2.1.2 The contractor must remain abreast of and abide by all rules promulgated by the Missouri Department of Insurance, Financial Institutions, and Professional Registration, 20 CSR 500-6.700 Workers' Compensation Managed Care Organizations (<http://www.sos.mo.gov/adrules/csr/current/20csr/20c500-6.pdf>).
- 2.2 PPO Network Specific Requirements:**
- 2.2.1 The contractor must provide an integrated statewide PPO network of hospitals and physicians (PPO network providers). The PPO network must include PPO network providers in all counties in the State of Missouri.
- 2.2.2 The contractor's PPO network must be operational within 60 calendar days following award of the contract.
- 2.2.3 The contractor's PPO network shall include PPO network providers specializing in occupational injuries and illnesses. Such PPO network providers should include, but not be limited to, certified occupational medicine physicians, orthopedic specialists, neurosurgeons, physical therapists, general practitioners, neurologists, surgeons, internal medicine, physiatrists, and psychiatrists.
- 2.2.4 The PPO network providers must be willing to provide services, without prior approval from the state agency, to treat the injured workers. No additional cost shall be charged to the state agency when a case management nurse accompanies the injured worker for examination.
- 2.2.5 In order to optimize cost and clinically effective services, control utilization, and maximize return-to-work results, the contractor must encourage the PPO network providers follow the Occupational Medicine Practice Guidelines as established by the American College of Occupational and Environmental Medicine.
- 2.2.6 If requested by the state agency, the contractor shall develop and distribute educational material designed to inform PPO network providers and injured state employees of the PPO network.
- a. The state agency shall approve all educational material prior to distribution by the contractor.
- 2.2.7 **Provider Billing and Repricing Requirements:** The contractor shall receive itemized billings from PPO network providers and non-participating providers for services rendered to covered state employees. The contractor shall provide the following services:
- a. The contractor must ensure that PPO network providers comply with section 287.140.3, RSMo: "A health care provider shall not charge a fee for treatment and care which is governed by the provisions of this chapter greater than the usual and customary fee the provider receives for the same treatment or service when the payor for such treatment or service is a private individual or a private

health insurance carrier.” The contractor must ensure that PPO network providers do not arbitrarily inflate their billings above what is deemed usual and customary prior to applying discounts.

- b. The contractor must maintain or utilize a usual and customary fee database. At a minimum, the database must be a computer system:
  - 1) Capable of compiling and sorting information about providers by CPT-4 codes or CDT codes;
  - 2) Capable of compiling and sorting information by zip code or other regional basis, so that the charges may be based on the smallest geographic region that will generate a statistically credible claims distribution;
  - 3) Capable of compiling and sorting information based upon select physicians/medical providers;
  - 4) Updated every six (6) months; and
  - 5) Contain data no older than eighteen (18) months old.
- c. The contractor shall perform invoice repricing to apply discounts and conduct utilization reviews of medical services in compliance with the contractor’s agreements in place with PPO network providers. The contractor shall ensure the state agency is provided the greatest discounts available through these agreements including any PPO networks provided through subcontractors. The contractor shall perform a complete bill review on each invoice from PPO network providers and non-participating providers which shall include, but is not limited to the following:
  - 1) Accuracy;
  - 2) Review for CPT code correction;
  - 3) Review for unbundling, upcoding, or other creative billing;
  - 4) Duplication of services;
  - 5) Compliance with generally accepted billing practices; and
  - 6) Reasonableness of charges and services associated with diagnosis.
- d. Following the bill review, the contractor shall discount PPO network providers’ claims to the lesser of billed charge or the contracted discount rate. The contractor shall discount non-participating providers’ claims to the lesser of billed charge or the applicable usual, customary, and reasonable charge for services as determined by geography and service or procedure.
- e. The contractor shall attach a repricing document (hereinafter referred to as an adjudication report) to each original bill and forward the original documents to the state agency. The contractor shall use reasonable efforts to forward the adjudication report and bill to the state agency within three business days after receipt of the claim.
- f. The contractor shall forward an adjudication report to the PPO network providers and non-participating providers after repricing. The adjudication report shall include:
  - 1) A statement of the type of discount (PPO, Global Fee Pricing Packaging/Discounts, or Usual and Customary).
  - 2) How the discount was calculated.
  - 3) Social security number of the injured employee.
  - 4) DOB (if known).
  - 5) Name and FEIN of provider.

- 6) A statement indicating payment to follow under a separate cover. The statement shall be determined and mutually agreed upon by the state agency and the contractor.
  - 7) Other information as recommended and/or agreed upon by the state agency.
  - g. The contractor shall resolve disputes by PPO network providers concerning all discounts.
  - h. The contractor shall assist the state agency in resolving Medical Fee Disputes filed with the State of Missouri, Division of Workers' Compensation in accordance with section 287.140, RSMo.
- 2.2.8 PPO Network Providers Status Requirements: On at least a quarterly basis, the contractor shall notify the state agency of changes in the status of PPO network providers.
- a. On at least an annual basis, the contractor shall provide the state agency with either a hardcopy or an electronic copy of an integrated directory of all PPO network(s) operated by the contractor and the contractor's subcontractor(s). If an electronic copy of the directory is provided, the contractor shall ensure that the directory is easily accessible to the state agency personnel.
  - b. The directory shall be organized in a manner that meets the needs of the state agency.
  - c. The contractor shall provide an electronic method to search the status of PPO network providers that immediately responds to the state agency's needs.
- 2.2.9 The contractor must negotiate rates with hospitals, physicians, surgical centers, hospital outpatient fee schedules, physical/rehabilitation therapy clinics, occupational therapy clinics, etc.
- a. If the contractor negotiates global fee pricing packaging/discounts for certain diagnosis/procedures, the contractor shall provide the state agency with a listing of packages the contractor offers and what is included in each package (e.g. physician, surgeon, facility, radiology, anesthesiology, laboratory, physical therapy, etc.).
    - 1) The contractor must notify the state agency within seven (7) days of any changes in the global fee pricing packaging/discounts structure including fee changes, provider changes, and additions and deletions of packages.
  - b. The contractor's bill repricing system shall contain a mechanism for identifying diagnosis/procedures for which global pricing is available. The contractor shall notify the state agency when a global pricing package is available but must utilize the most cost-effective pricing package.
  - c. The actual discounts realized by the state agency for utilization of providers located in Missouri must be at least the minimum as shown on the Pricing Page. In the event the contractor is unable to achieve the level of discount quoted on the Pricing Page, the State of Missouri reserves the right to cancel the contract and pursue any remedies available pursuant to the provisions stated elsewhere herein.
- 2.2.10 The contractor shall agree and understand that the state agency intends to assign treatment of eligible injured state employees to PPO network providers whenever such assignment is in the best interest of the State of Missouri and the injured state employee. However, the contractor shall agree and understand that the state agency shall make the final decision regarding the choice of providers, and that such decisions shall be final and without recourse.

**2.3 PPO Network Requirements:**

- 2.3.1 Referral Requirements: The contractor shall establish, operate, and maintain a staffed toll free incoming telephone line to receive calls from injured state employees and their supervisors. The contractor must make initial referrals for new workers' compensation injuries based on the *CARO Referral Directory* described herein.
- a. The contractor shall inform injured state employees and/or supervisors calling the contractor of PPO network providers in the injured employee's area.
  - b. The contractor shall operate the toll free number 24-hours per day, 365 days per year.
  - c. The contractor shall staff the toll free number with operators who are well trained to direct the injured state employee to the appropriate care based on the information provided. To the extent possible, no caller shall be put on hold for greater than two minutes.
  - d. The contractor and the state agency shall agree on the protocols for referring injured state employees to appropriate medical care providers.
  - e. During business hours, the contractor shall have trained Missouri licensed registered nurses or physicians available to the operators for consultation.
  - f. When directed by the state agency, the contractor shall provide means, electronically or otherwise, to inform the operators of recommended PPO network providers based on the nature of the injury, urgency of care, and geographical location of the injured state employee.
  - g. The state agency shall assign the primary treating facility and/or medical care provider for given geographical areas. Based on the assignments and if requested by the state agency, the contractor shall assist the state agency in creating and maintaining a *CARO Referral Directory*.
    - 1) The contractor shall assist the state agency in the development of recommended PPO network provider assignments for each service required in established geographic areas.
  - h. The contractor shall take and document caller information regarding each call in a format, and containing such information, as determined by the state agency. The contractor shall forward this information to the state agency no less than on a weekly basis. The contractor shall provide a monthly report identifying the number of total calls that month, the number in-network, and the number out-of-network.
  - i. The contractor shall require the operator to read to each caller a disclaimer statement prepared by the state agency and agreed to by the contractor.
  - j. The contractor shall not guarantee payment to any injured state employee, supervisor, physician, etc. or accept any liability on behalf of the state agency.
  - k. The contractor's personnel shall be culturally sensitive and shall have the capability to access a translator service to translate calls from English to Spanish or other language utilized by the caller, as needed.
  - l. The contractor must accept calls from Relay Missouri in order to provide accommodations for the hearing impaired.
  - m. The contractor shall promptly remedy any technical difficulties within their control to ensure the telephone lines are open and available to the callers.



- 2.3.2 Training Requirements: If requested by the state agency, the contractor shall provide training to state agency staff on workers' compensation and/or medical issues on a quarterly basis.
- a. The training shall be provided at the state agency address, as identified on page one of this document, or a location mutually agreed upon by the contractor and the state agency.
  - b. The contractor's trainer must be a licensed physician or a registered nurse in the State of Missouri. Additional trainers may be utilized with the approval of the state agency.
  - c. The contractor shall provide all training or reference materials relevant to the training topic.
  - d. Training sessions shall not exceed four hours.
  - e. Training class sizes shall not exceed thirty (30) individuals.
- 2.3.3 Satisfaction/Quality Assurance Survey: The contractor shall develop and perform a satisfaction/quality assurance survey of state employees utilizing the PPO networks.
- a. The satisfaction/quality assurance survey shall be performed annually.
  - b. The contractor shall meet with the state agency within sixty (60) calendar days of the effective date of the contract and annually thereafter to determine all methods of survey development, survey distribution, data collection, and data analysis. The state agency must pre-approve all proposed methods of survey development, survey distribution, data collection, and data analysis.
  - c. The surveys must be confidential.
  - d. The contractor shall distribute all surveys, along with an addressed postage-paid envelope to the selected sample.
  - e. The surveys shall be returned to the attention of the state agency's Risk Manager at the address identified on page one of this document.
  - f. The state agency shall send copies of all responses to the contractor for data collection and analysis.
  - g. The contractor shall present the data analysis results to the state agency in a format mutually agreed upon by the contractor and the state agency.
  - h. The contractor shall present data analysis results to the state agency annually at the end of each contract period.
- 2.3.4 Grievance Procedure Requirements: The contractor shall develop and maintain a grievance procedure for injured state employees utilizing the PPO networks. The grievance procedure shall be limited to issues relating to medical treatment and services rendered by PPO network providers.
- a. The contractor's grievance procedure shall include, but is not limited to:
    - 1) Maximum time frames for each step and resolution of a grievance.
    - 2) The state agency shall supply a telephone number where injured state employees may receive instructions on how to file a grievance.
    - 3) Notification, by the contractor at the time of a complaint by an injured state employee, of the grievance procedure.

- 4) A standard grievance form, which the injured state employee completes and returns to the state agency.
  - 5) The state agency shall forward a copy of the completed grievance form to the contractor.
  - 6) The contractor shall develop a methodology for resolving grievances.
  - 7) The state agency shall approve and then the contractor shall notify the injured state employee in writing of the results of the grievance.
- b. The state agency shall advise and has final approval of all aspects of the grievance procedure.
- 2.3.5 The contractor should increase the number PPO network providers by continuing to perform a good faith effort in negotiations with hospitals and physicians.
- 2.3.6 The contractor shall assist the state agency in informing PPO network providers of the policies, procedures, and documentation requirements of the state agency.
- 2.3.7 PPO Network Analysis Requirements: The contractor must provide reports to the state agency, or designee, containing the following data and information necessary for analysis of the effectiveness of the PPO networks.
- a. The contractor must provide the state agency with all PPO network related information or data which documents successful PPO network services and quality control efforts. Monthly, quarterly, and yearly reports shall include but are not limited to;
    - 1) Total dollars billed by PPO network providers and total dollars allowed identifying total dollars saved.
    - 2) Total dollars billed by non-participating providers and total dollars allowed under usual and customary identifying total dollars saved.
    - 3) A detailed comparison of dollars billed and allowed to providers by categories: ancillary, hospitals, rehabilitation, specialists, physicians and usual and customary.
    - 4) Data on the number of claims processed, excluding duplicate bills.
    - 5) Savings resulting from bill review corrections
    - 6) Total dollars saved shall exclude duplicate billings.
  - b. The contractor shall submit monthly and quarterly reports within thirty (30) calendar days of the end of the reporting period. Annual reports shall reflect activities through June 30 of each year and are due within thirty (30) calendar days of the end of the reporting period.
  - c. The contractor shall provide ad hoc reports on an as needed, if needed basis as requested by the state agency. These reports may include, but are not limited to, reports on services by diagnostic codes; detailed reports listing dollars billed and allowed to network and non-participating providers; a comparison of dollars billed and allowed by providers by type of service.
  - d. The contractor should develop and perform annual performance evaluations of PPO network providers to assess quality, timeliness, and cost effectiveness of care. The performance evaluation should include, but is not limited to: a peer review system, development of treatment protocols specific to workers' compensation, a comparison of treatment rendered with treatment protocols, identification of PPO network providers who fall outside the norm of the treatment protocols, and the contractor's methodology for evaluating those providers.

- 1) If such performance evaluation is conducted and upon request by the state agency, the contractor shall verify that the performance evaluation was completed by indicating the time period the performance evaluation covered and the percentage of physicians within the PPO network included in the performance evaluation. The contract shall provide such assurance to the state agency by July 30 of each year that the performance evaluation was conducted.

## **2.4 Claims Adjusting Requirements:**

- 2.4.1 In addition to reviewing and discounting bills, the contractor shall provide claims adjusting services, via personnel or electronic method, to assist the state agency in adjusting payments to both PPO network providers and non-participating providers.
- 2.4.2 The contractor shall obtain the bills and supporting documentation from each PPO network provider and transfer the information by hard copy to the state agency. In the event the state agency attains the ability to transfer data electronically, the contractor must work with the state agency to exchange claims data in an electronic format.
  - a. The contractor shall utilize the state agency's information systems to verify the payment status on all incoming medical bills, identify claim numbers for incoming bills, and assist the providers that call inquiring about the status of payment on medical bills. The state agency shall arrange for and provide all connections to the state agency's information systems.
  - b. The contractor shall request/obtain medical records and/or supporting documentation on all medical bills from PPO network providers and non-participating providers.
    - 1) The contractor shall direct medical providers to submit medical documentation suitable to the needs of the state agency, along with their original invoice.
    - 2) Supporting documentation may include office notes, physical therapy notes, emergency room reports, lab reports, etc.
      - Upon award of the contract, the state agency shall work with the contractor to determine which bills require individual supporting documentation.
    - 3) The state agency shall be responsible for the payment of all fees associated with the copying of medical records and supporting documentation.
- 2.4.3 The contractor shall assist the state agency in other aspects of the claims process as requested and mutually agreed upon by the state agency.
- 2.4.4 The state agency shall retain final decision-making authority on the payment of medical bills and claims adjusting.
- 2.4.5 The contractor shall have the ability to send information via electronic mail.
- 2.4.6 The contractor shall provide the claims adjusting personnel to work on-site at the state agency office in Jefferson City, Missouri. The state agency shall provide the contractor's claims adjusting personnel with office space, supplies, and direct access to computer equipment and systems necessary to conduct the claims adjusting work.
  - a. The contractor is advised that the state agency has limited space and facilities available for the contractor's personnel. In the event the contractor provides more personnel than can be housed at the state agency's office, the contractor may be permitted to perform some of the claims adjusting

functions off-site. However, the contractor must obtain the state agency's approval prior to performing any claims adjusting functions off-site.

- b. The contractor's claims adjusting personnel must be qualified by education and/or experience to perform the services required of the contract.
- c. The state agency shall provide training to the contractor's claims adjusting personnel located at the state agency's office related to the specific manner in which the state agency processes workers' compensation claims and the state agency's information system.
- d. The claims adjusting services shall be provided during normal state agency business hours, with additional hours as necessary to meet the demands of the contract and that are mutually agreed upon between the state agency and the contractor.
- e. Due to the volume of claims adjusting, the contractor shall ensure adequate staffing at all times to avoid backlogs and adverse impact on workflow.

2.4.7 The contractor's claims adjusting services shall include, but not be limited to:

- a. Medical Only Claims: The contractor shall investigate, analyze, and evaluate workers' compensation medical only claims for the payment of benefits in a timely and accurate manner in accordance with procedures set forth by the state agency. However, the determination of a compensable injury shall be the responsibility of the state agency. The contractor's services related to medical only claims shall include, but are not limited to:
  - 1) Review injury reports to determine appropriate medical referrals.
  - 2) Assist injured workers in scheduling and arranging medical examinations.
  - 3) Monitor treatment and process payment of benefits.
  - 4) Review medical bills for causal relationship, reasonableness, and authorized treatment and then process for payment within three weeks of receipt of the bill/documentation.
  - 5) Maintain organized and fully documented claim file for each claim assigned.
  - 6) Establish and maintain reserves in accordance with state agency procedures.
  - 7) Maintain diary notes in the information system claim file, including telephone conversations, clearly and concisely documenting actions taken within two working days of the action taken.
  - 8) Ensure all communication (verbal and written) is performed accurately and issued within mandated timeframes.
  - 9) Return telephone inquiries from injured workers and state agency attorneys promptly, not exceeding two business days.
  - 10) Ensure temporary modified duty work slips are forwarded to appropriate staff within two business days of date stamp to meet the established Early Return to Work program objectives.
  - 11) Provide treating physicians with necessary injury report information.
  - 12) Activate and terminate pharmacy cards within established timeframes.
  - 13) Close claim files in accordance with state agency procedures.
  - 14) Attend and actively participate in onsite meetings to discuss claims adjusting procedures or industry practices focused on innovative claims management.
- b. Support Staff Claims Adjusting Services: The following claims adjusting services are critical to the efficient operation of the state agency and must be performed accurately and in accordance with procedures prescribed by the state agency.
  - 1) The contractor must perform, but not be limited to, the following support staff claims adjusting services on a daily basis:
    - Scan medical bills, records, or other related documents;
    - Audit all payment requests for accuracy and complete all related tasks;

- Open and distribute all mail received twice daily; and
  - Determine correct vendor number for payment of bills.
- 2) The contractor must perform, but not be limited to, the following additional support staff claims adjusting services. Such services must be performed timely and accurately.
- Review incoming bills for payment status;
  - Enter payments with proper documentation into the state agency's information systems within two working days of receipt of bill;
  - Create claim files within two working days of initial report;
  - Copy claim files for attorneys and prepare for dockets;
  - Serve as an office receptionist;
  - Respond to incoming inquiries regarding claim issues; and
  - Assist state agencies in submitting injury reports as needed.
- 3) The contractor must promptly respond to phone inquiries within two business days of the inquiry. The contractor must promptly respond to mail and fax inquiries within seven business days.
- 2.4.8 The contractor must make every effort to integrate the claims adjusting services provided under the contract with the operational requirements of the state agency. To ensure efficient claims adjusting, the state agency reserves the right to approve the office practices established for personnel assigned by the contractor. If the state agency is dissatisfied with any claims adjusting personnel or office practice, the contractor must resolve the problem to the satisfaction of the state agency.
- 2.4.9 The contractor shall not prohibit, restrict, or further limit the state agency from employing any person furnished by the contractor. In the event the state agency employs such person, the state agency shall not pay any fee, penalty, liquidated damages, etc., to the contractor.
- 2.4.10 In accordance with all applicable laws, regulations, and procedures, the contractor's personnel shall maintain strict confidentiality of all information and records which the personnel may come in contact with or be privy to in the course of providing services. The contractor and the contractor's personnel shall affirm, in writing, that confidential information shall not be disclosed either during or after the provision of services for the state agency or following the termination of the personnel's employment/association with the contractor.
- 2.4.11 The contractor shall agree and understand that the State of Missouri shall have the right to amend the contract, at any time and for any reason, to discontinue the claims adjusting services. If the State of Missouri elects to discontinue the claims adjusting services, the State of Missouri shall provide 90 calendar days advance written notice of such to the contractor.
- 2.4.12 The contractor must have experience in providing workers' compensation claims adjusting services to public or private organizations.
- 2.5 Time Lost Claim Requirements:**
- 2.5.1 If requested by the state agency, the contractor shall provide the claims adjusting services listed below related time lost claims. The contractor shall investigate, analyze, and evaluate workers' compensation time lost claims for the payment of benefits in a timely and accurate manner in accordance with procedures set forth by the state agency. However, the determination of a compensable injury shall be the responsibility of the state agency.
- 2.5.2 The contractor's services related to time lost/litigated claims shall include, but are not limited to:
- a. Review injury reports to determine appropriate medical referrals.

- b. Assist injured workers in scheduling and arranging medical examinations.
- c. Monitor treatment and process payment of benefits.
- d. Review medical bills for causal relationship, reasonableness, and authorized treatment and then process for payment within three weeks of receipt of the bill/documentation.
- e. Contact injured worker within four (4) days of case assignment to review benefits and obtain additional information; maintain a verbal contact rate of 95%.
- f. Calculate benefits with accuracy and maintain appropriate reserves in accordance with state agency procedures.
- g. Review medical records, document files, and provide copies for Assistant Attorney General within two (2) weeks of date stamp.
- h. Input temporary modified duty data into claims system daily and fax documentation to employers immediately upon receipt to meet the established Early Return to Work program objectives.
- i. Respond to attorney requests within two (2) weeks of receipt of written or verbal requests.
- j. Maintain organized and fully documented claim file for each claim assigned.
- k. Maintain diary notes in the information system claim file, including telephone conversations, clearly and concisely documenting actions taken within two working days of the action taken.
- l. Ensure all communication (verbal and written) is performed accurately and issued within mandated timeframes.
- m. Return telephone inquiries from injured workers and state agency attorneys promptly, not exceeding two business days.
- n. Ensure temporary modified duty work slips are forwarded to appropriate staff within two business days of date stamp to meet the established Early Return to Work program objectives.
- o. Provide treating physicians with necessary injury report information.
- p. Activate and terminate pharmacy cards within established timeframes.
- q. Close claim files in accordance with state agency procedures.
- r. Attend and actively participate in onsite meetings to discuss claims adjusting procedures or industry practices focused on innovative claims management.

2.5.3 The state agency will request lost time claims adjusting services in increments of 400 open lost time claims in a monthly period.

## **2.6 Other Requirements**

2.6.1 The contractor shall meet with the state agency staff, state officials, and/or outside consultants no more than once per quarter but at least every six months at a location mutually agreed upon by the state agency and the contractor.

2.6.2 On an annual basis, the state agency shall obtain background checks from the Missouri State Highway Patrol on each of the contractor's personnel assigned to the contract. The contractor shall be responsible for the cost of obtaining the background checks.

- a. The state agency reserves the right to reject or deny any personnel based upon the results of the background check.

2.6.3 The contractor shall review and remain totally abreast of the Workers' Compensation Law and any enacted changes that would impact the nature or composition of the PPO networks.

- a. The contractor should recommend any changes to the structure of the PPO networks, as a result of changes to Chapter 287, RSMo.

2.6.4 The contractor must cooperate in random audits, which may be required and authorized by the state agency, the State Auditor's Office, or any other party authorized by the state agency. The contractor shall be given at least one week's notification prior to the audit. The contractor shall participate in such audits at no additional cost to the state agency.

- 2.6.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

**2.7 Invoicing and Payment Requirements:**

- 2.7.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.7.2 PPO Network Invoicing & Payment –

- a. The contractor shall submit a monthly invoice to the Office of Administration, Division of General Services, Risk Management Section, P.O. Box 809, Jefferson City, MO 65102-0809.
- b. The contractor shall be paid in accordance with the firm fixed price per month as stated on the Pricing Page. The contractor shall not be reimbursed for travel time or travel expenses. The contractor shall not be paid until the contractor is fully operational.

2.7.3 Time Lost Claim Invoicing & Payments –

- a. For only those months in which the contractor provided time lost claims adjusting services, the contractor shall submit invoices to the Office of Administration, Division of General Services, Risk Management Section, P.O. Box 809, Jefferson City, MO 65102-0809 for services provided.
- b. For each increment of 400 open time lost claims processed in a monthly period, the state agency will pay the contractor the firm, fixed price stated on the Pricing Page. For each month in which less than 400 open time lost claims are processed, the contractor shall be paid a corresponding percentage of the firm, fixed price stated on the Pricing Page. The contractor shall not be reimbursed for travel time or travel expenses.

- 2.7.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

### 3. PHYSICIAN CONSULTANT CONTRACTUAL REQUIREMENTS

**The requirements specified in this section are applicable to the contractor providing Physician Consultant Services.**

- 3.1 General Requirements:** The contractor shall provide physician consultants on an as needed, if needed basis, to review injured state employees' medical records and case history as provided by the Office of Administration, Division of General Services (referred to hereinafter as the "state agency,"), Central Accident Reporting Office in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency. The physician consultant shall make recommendations and referrals as requested by the state agency to assist in the diagnosis of conditions and their work relatedness and to identify the course of treatment needed. On an occasional basis, the physician consultant shall be available by telephone to review, discuss, and give general advice and direction to the state agency regarding medical issues and concerns in workers' compensation.
- 3.1.1 The physician consultants shall be licensed to practice medicine in the State of Missouri; preferably board certified, or board certified eligible, in physiatrist, occupational, or rehabilitation medicine.
- a. The physician consultants should be currently practicing medicine with a patient population that includes individuals being treated for work related injuries.
- 3.1.2 The contractor should provide physician consultants located throughout the entire state.
- 3.1.3 If requested by the state agency, the physician consultant must be available for depositions or to testify at workers' compensation hearings in regard to recommendations made regarding specific injured state employees.
- 3.1.4 The contractor shall provide a telephone number, contact person, and physician office hours for each physician consultant's office.
- 3.1.5 For each physician consultant, the contractor shall notify the state agency of the maximum time frame required, in hours, for the physician consultant to:
- a. Complete medical record review and make requested recommendations.
- b. Return telephone calls to the state agency.
- 3.2 Invoicing and Payment Requirements:**
- 3.2.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>



- 3.2.2 The contractor shall submit a monthly invoice to the Office of Administration, Division of General Services, Risk Management Section, P.O. Box 809, Jefferson City, MO 65102-0809. The invoice shall specify the hours of service provided by physician consultants.
- 3.2.3 For each hour of services provided by physician consultants, the contractor shall be paid in accordance with the firm fixed price stated on the Pricing Page. The contractor shall not be reimbursed for travel time or travel expenses.
- 3.2.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

#### 4. GENERAL CONTRACTUAL REQUIREMENTS:

**The requirements specified in this section are applicable to the contractor(s) providing PPO Network Services and/or Physician Consultant Services.**

- 4.1 Contract** - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 4.1.1 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 4.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 4.1.3 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 4.2 Contract Period** - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 4.3 Renewal Periods** - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- 4.3.1 If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 4.3.2 In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 4.4 Termination** - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies

delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

#### **4.5 Transition:**

- 4.5.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- 4.5.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
  - a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
  - b. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
  - c. If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed sixty (60) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

#### **4.6 Contractor Liability** - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- 4.6.1 The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 4.6.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 4.6.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

#### **4.7 Insurance** - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing

mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, the state agency must be notified immediately.

**4.8 Subcontractors** - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

4.8.1 The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

4.8.2 The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

4.8.3 The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

4.8.4 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

- a. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- b. The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

**4.9 Participation by Other Organizations** - The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

4.9.1 The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.

4.9.2 The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and

Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- 4.9.3 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
- a. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- 4.9.4 Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.
- 4.10 Substitution of Personnel** - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 4.11 Authorized Personnel:**
- 4.11.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
  - 4.11.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
  - 4.11.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
  - 4.11.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's

business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- b. Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- c. Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

4.11.5 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

**4.12 Contractor Status** - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

**4.13 Coordination** - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

**4.14 Property of State** - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

**4.15 Confidentiality:**

4.15.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

4.15.2 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

**4.16 Business Associate Provisions:**

4.16.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations

promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
  - 1) “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
  - 2) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
  - 3) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
  - 4) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
  - 5) “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
  - 6) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  - 7) “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
    - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
    - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
  - 8) “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
  - 9) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
  - 10) “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

#### 4.16.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- e. The contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

#### 4.16.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
  - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
  - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
  - 3) Encryption of any portable device used to access or maintain protected health information or use of equivalent safeguard.
  - 4) Encryption of any transmission of electronic communication containing protected health information or use of equivalent safeguard.
  - 5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in



writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.

- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action

taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
  - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
  - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
  - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
- p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

#### 4.16.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
- 4.16.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.
- 4.16.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the Business Associate Provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

## **5. PROPOSAL SUBMISSION INFORMATION**

### **5.1 Submission of Proposals:**

- 5.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.
- 5.1.2 When submitting a proposal, the offeror should include three (3) additional copies along with their original proposal. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”.
- a. In addition the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive. The offeror should ensure all copies and all media are identical to the offeror’s hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
  - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.
  - c. Open Records - Pursuant to section 610.021, RSMo, the offeror’s proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.
    - 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
    - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 5.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror’s sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror’s failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
  - b. The proposal should be page numbered.
  - c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- 5.1.4 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel

are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
- b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained.
- c. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

**5.2 Competitive Negotiation of Proposals** - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 5.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 5.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 5.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 5.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

**5.3 Evaluation and Award Process:**

- 5.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below.

**a. PPO Network Services**

- 1) Net PPO Savings (PPO Savings minus Costs of the PPO Network) ..... 90 points
- 2) Experience, Reliability, and Expertise of Personnel ..... 40 points
- 3) Method of Performance ..... 60 points
- 4) MBE/WBE Participation ..... 10 points

**b. Physician Consultant Services**

- 1) Cost ..... 90 points
- 2) Experience, Reliability, Expertise of Personnel, and Method of Performance ..... 100 points
- 3) MBE/WBE Participation ..... 10 points

- 5.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference.

Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

- 5.3.3 Separate evaluations shall be conducted for the PPO Network and Physician Consultant Services and awards made accordingly.

#### **5.4 Evaluation of Net PPO Savings (PPO Network Services) and Cost (Physician Consultant):**

- 5.4.1 Pricing – The offeror must provide pricing as required on the Pricing Page.

- 5.4.2 Objective Evaluation of Cost – The object evaluation of the Net PPO Savings (PPO Network Services) and Cost (Physician Consultant) shall be based upon the following calculations utilizing the prices and percentages stated on the Pricing Page.

- a. **PPO Network Services** –The objective evaluation shall be based on the Net PPO Savings calculated by reducing the PPO Savings by the annualized Costs of the PPO Network.

- 1) **PPO Savings-** The PPO Savings shall be determined based upon the average discount quoted on the Pricing Page for Hospitals and Medical Care Facilities multiplied by \$8,681,910 in medical costs and the average discount quoted on the Pricing Page for Physicians and Medical Care Specialists multiplied by \$6,242,789.
- 2) **Costs of the PPO Network** – The Costs of the PPO Network shall be determined based upon the firm, fixed total price per month to provide and administer the PPO network services, establish, operate, and maintain a toll free telephone number, provide claims adjusting services (including support services), and provide claims adjusting services for time lost claims.

The Net PPO Savings evaluation points shall be calculated based on the total from the above calculation using the following formula:

$$\frac{\text{Compared Offeror's Net Savings}}{\text{Offeror with Highest Net Savings}} \times \frac{\text{Maximum Cost Evaluation points (90)}}{1} = \text{Net PPO Savings Evaluation Points}$$

- b. **Physician Consultant Services** – The objective evaluation of cost shall be based upon the price per hour for Physician Consultant Services as stated on the Pricing Page.

Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (90)}}{1} = \text{Assigned Cost Points}$$

- 5.4.3 The evaluation of cost will include the original and any potential renewal periods.

- 5.4.4 The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

#### **5.5 Evaluation of Offeror's Experience, Reliability, and Expertise of Personnel:**

- 5.5.1 Experience and reliability of the offeror's organization will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization and

information documenting the offeror's experience in past performances, especially those performances related to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

- a. Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.
- b. Experience - The offeror should provide information related to previous and current services/contracts of the offeror or offeror's proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.
  - 1) As part of the evaluation process, the State of Missouri may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.
  - 2) The offeror shall agree and understand that the State of Missouri is not obligated to contact the offeror's references.

5.5.2 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- a. Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein.
  - 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
  - 2) The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.

5.5.3 Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

- a. PPO Network: If the offeror is proposing to provide PPO Network Services,
  - 1) The offeror should document the qualifications and previous and current experience of the individuals proposed to negotiate the provider rates.
  - 2) The offeror should demonstrate what experience, skills, and/or education will be required of the claims adjusting personnel.
- b. Physician Consultant Services: If the offeror is proposing to provide Physician Consultant Services, the offeror should document the qualifications and previous and current experience of the physician consultant. Specifically, the offeror should discuss the Physician Consultant's education and experience in workers' compensation, managed care, utilization review, or other fields of expertise. The offeror should provide a copy of the physician consultant's curriculum vitae that includes their education, residency, prior work experience, certifications, honors, and active medical practice describing their area(s) of expertise. The offeror should also provide a bibliography of papers or

articles the Physician Consultant has presented or published related to workers' compensation, managed care, utilization review, chronic pain, rehabilitation, etc.

## **5.6 Evaluation of Method of Performance:**

- 5.6.1 Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 5.6.2 Description of Proposed Services - Exhibit D is provided for the offeror's use in providing information about the proposed method of performance. Unless a particular requirement isn't conducive to elaboration, each paragraph within the Contractual Requirements may be addressed by writing a description of how, when, by whom, with what, to what degree, why, and where the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform. When responding to the appropriate provisions in the Contractual Requirements, the offeror should identify the paragraph or subparagraph number and then provide the additional elaboration describing the offeror's plans for performing or meeting the requirement.
- 5.6.3 Implementation Plan – If the offeror is proposing to provide PPO Network services, the offeror should complete Exhibit E, or any other format, to describe the proposed schedule for the implementation of the required services beginning from the effective date of the contract to the day services are fully operational. In the event of overlapping or concurrent tasks, a graphic chart (PERT, bar, line, etc.) may be used.

## **5.7 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:**

- 5.7.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.
  - a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
  - b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)
- 5.7.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:



- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

5.7.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \begin{array}{c} \text{Maximum} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{Evaluation points} \\ \text{(10)} \end{array} = \begin{array}{c} \text{Assigned} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{points} \end{array}$$

5.7.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. **Participation Commitment** - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit F, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. **Documentation of Intent to Participate** – The offeror must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

5.7.5 **Commitment** – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.

5.7.6 **Definition -- Qualified MBE/WBE:**

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

- 5.7.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)  
 Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809  
 Phone: (877) 259-2963 or (573) 751-8130  
 Fax: (573) 522-8078  
 Web site: <http://oa.mo.gov/o eo/>

## **5.8 Miscellaneous Submittal Information:**

- 5.8.1 Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
  - 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
  - 2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - 3) If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
    - Participation Commitment - The offeror must complete Exhibit F, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for

the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop). If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

- d. Commitment – If the offeror's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.

5.8.2 Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified SDVE. (See below for a definition of a qualified SDVE.)

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The offeror must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the offeror is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the offeror must provide the following information with the proposal:

- Participation Commitment - The offeror must complete Exhibit F, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein. If the offeror submitting the proposal is a qualified SDVE, the offeror is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

NOTE: If the SDVE is listed on the following Internet address, the SDVE is not required to provide a copy of the SDV's (service-disabled veteran) award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper [DD Form 214, Certificate of Release or Discharge from Active Duty], and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs. [www.oa.mo.gov/purch/vendorinfo/sdve.html](http://www.oa.mo.gov/purch/vendorinfo/sdve.html)

- b. Commitment – If the offeror's proposal is awarded, the SDVE participation committed to by the offeror on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
  - 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
  - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
  - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
  - 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
  - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

5.8.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit H, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit H must be submitted prior to an award of a contract.

5.8.4 The offeror should complete and submit Exhibit I, Miscellaneous Information.

5.8.5 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and

Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

## 6. PRICING PAGE

**6.1 PPO Network Services --** If the offeror is proposing to provide PPO Network Services, the offeror shall provide prices and percentages for the following. All costs associated with providing the required services shall be included in the stated prices and percentages. (c/s code 95368)

**6.1.1 PPO Network Discounts:** The offeror **MUST** state the minimum discount from original costs for services provided by medical care providers located in Missouri participating in the offeror's PPO network:

001	Minimum Discount off Providers Original Costs
Hospitals and Medical Care Facilities	_____ %
Physicians and Medical Care Specialists	_____ %

The offeror **MUST** state the **average** discount from original costs for services provided by medical care providers located in Missouri participating in the offeror's PPO network:

	Average Discount off Providers Original Costs
Hospitals and Medical Care Facilities	_____ %
Physicians and Medical Care Specialists	_____ %

**PRICING PAGE CONTINUED**

- 6.1.2 **PPO Network, Toll Free Telephone Number, and Claims Adjusting Services:** The offeror shall provide a total price per month to provide and administer the PPO network services, establish, operate, and maintain a toll free telephone number, and provide claims adjusting services. The total price per month shall include the costs associated with reviewing and repricing bills.

002	Original Contract Period	First Renewal Period	Second Renewal Period	Third Renewal Period
PPO Network, Toll Free Telephone Number, and Claims Adjusting Services	\$ _____ per month	\$ _____ per month	\$ _____ per month	\$ _____ per month

**Itemized Breakdown of Total Monthly Price:** The offeror should provide an itemized breakdown of the total monthly price quoted. **In the event of a discrepancy between the following itemized price breakdown and the pricing from the above Pricing Table, the Pricing Table shall govern.**

	Original Contract Period	First Renewal Period	Second Renewal Period	Third Renewal Period
Provide and administer the PPO Network	\$ _____ per month	\$ _____ per month	\$ _____ per month	\$ _____ per month
Establish, Operate, and Maintain a Toll Free Telephone Number	\$ _____ per month	\$ _____ per month	\$ _____ per month	\$ _____ per month
Claims Adjusting Services	\$ _____ per month	\$ _____ per month	\$ _____ per month	\$ _____ per month
Support Services	\$ _____ per month	\$ _____ per month	\$ _____ per month	\$ _____ per month
<b>TOTAL</b>	\$ _____ per month	\$ _____ per month	\$ _____ per month	\$ _____ per month

- 6.1.3 **Claims Adjusting Services Time Lost Claims:** The offeror shall provide a total price per month to provide claims adjusting services for time lost claims.

003	Original Contract Period	First Renewal Period	Second Renewal Period	Third Renewal Period
Claims Adjusting Services Time Lost Claims	\$ _____ per month	\$ _____ per month	\$ _____ per month	\$ _____ per month

- 6.2 **Physician Consultant Services --** If the offeror is proposing to provide Physician Consultant Services, the offeror shall provide the following prices. All costs associated with providing the required services shall be included in the stated prices. (cs/code 94943)

004	Original Contract Period	First Renewal Period	Second Renewal Period	Third Renewal Period
Physician Consultant Services	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour



**EXHIBIT A****PPO NETWORK PRIOR EXPERIENCE**

**PPO Network:** If the offeror is proposing to provide PPO Network services, the offeror should provide the following information.

1. The offeror should document the offeror's experience in developing or operating workers' compensation PPO networks, including any such experience for a governmental agency.
  
2. The offeror should document the offeror's experience in negotiating rates for global fee pricing packaging/discounts and discounted rates with surgical centers, outpatient providers, physical/rehabilitation therapy, and occupational therapy.

3. If the offeror was ever certified as an MCO by the Missouri Department of Insurance, Financial Institutions, and Professional Registration, the offeror should indicate the date first certified and dates(s) of recertification.

Date First Certified as an MCO: \_\_\_\_\_

Date(s) of Recertification as an MCO: \_\_\_\_\_

\_\_\_\_\_

4. If the offeror operates a PPO network outside the State of Missouri, the offeror should describe the locations of operation, type of services provided, and whether the PPO network providers are workers' compensation or general healthcare.

Locations of Operation: \_\_\_\_\_

\_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate whether the PPO Network Providers are Workers' Compensation or General Healthcare: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A CONTINUED**

5. If the offeror currently operates or is developing a 24-hour coverage product, the offeror should describe its scope of coverage and how long it has been operational or the planned date of operation.
6. The offeror should describe and explain any grievances filed during the previous twelve (12) months with the PPO networks and an explanation of the resolution. The offeror is cautioned to not submit any information that cannot be revealed in the public document resulting from the procurement process.

**EXHIBIT B****CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
Name and Address of Reference Company:	
Reference Contact Person Name, Telephone Number, and Email Address:	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	
If the offeror is proposing to provide PPO Network services:	Size of the Covered Group: _____ Number of Hospitals in the Network: _____ Number of Physicians in the Network: _____ How long has the PPO Network been Operational: _____ years Average Discount off Providers Original Costs: _____ %

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

\_\_\_\_\_  
*Signature of Contact Person Verifying Information*

\_\_\_\_\_  
*Date of Signature*

**EXHIBIT C****PERSONNEL EXPERTISE SUMMARY**

(Complete this Exhibit for personnel proposed. Resumes for key personnel may also be provided)

<b>PPO Network Personnel</b>	<b>Background and Expertise of Personnel and Planned Duties</b>
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

<b>Physician Consultant</b>	<b>Background and Expertise of Personnel and Planned Duties</b>
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

**EXHIBIT D****METHOD OF PERFORMANCE**

The offeror should present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the offeror should specifically address each of the following issues:

**PPO Network Services** - If the offeror is proposing to provide PPO Network services, the offeror should submit or describe the following:

1. For each Missouri county, the offeror should list by names, types, and geographic distribution the different network providers. This should include, but is not necessarily limited to, the following:
  - a. Primary care physicians (Occupational & General Practitioner)
  - b. Specialists
  - c. Physical Therapy Facilities
  - d. Hospitals
  - e. Home Health Agencies
2. The offeror should describe the PPO networks in terms of structure, scope of services, quality of care, geographical coverage, and any other standards deemed important to the offeror.
3. The offeror should describe their method for developing a PPO network. This should be listed separately for hospitals and physicians and should include, but not necessarily be limited to:
  - a. Method of negotiation
    - Are rates negotiated on a per diem basis, by diagnosis, or as a percentage of the charge?
    - What information/data is necessary prior to negotiation?
  - b. The offeror should state the final criteria that it will use in determining which providers are included in the PPO networks.
    - How is a “cost efficient” provider determined?
    - What criteria are utilized to ensure that selected providers are ones who historically have provided high quality care?
    - Are providers required to disclose previous malpractice suits and their disposition?
    - Is the Missouri Board of Health Arts consulted for complaints against physician providers?
4. The offeror should submit a sample copy of the physician contracts each provider is asked to sign prior to becoming a network provider. The offeror should indicate the length of the PPO provider contracts.
5. The offeror should describe how quality care is monitored throughout the PPO network utilizing either the Occupational Medicine Practice Guidelines of the American College of Occupational and Environmental Medicine or other industry accepted practice guidelines and the steps taken when inappropriate care is identified. If the offeror utilizes a standard other than the Occupational Medicine Practice Guidelines of the American College of Occupational and Environmental Medicine, the offeror should identify and describe such standard.

**EXHIBIT D CONTINUED**

6. The offeror should describe how the contractor's personnel and the PPO network providers, including treating physicians, office nurses, and billing personnel, remain abreast of current workers' compensation treatment and trends.
7. The offeror should identify the limits of coverage for malpractice and liability insurance required of PPO network providers.
8. The offeror should submit the following information related to the cost effectiveness and potential cost savings from the offeror's PPO networks:
  - a. The offeror should provide verifiable historical information that documents actual cost savings realized for previous clients related to the offeror's PPO network.
  - b. The offeror should include a methodology used for the calculation of savings, including mathematical, economic, and actuarial assumptions.
  - c. The offeror should discuss the compensation arrangement the offeror utilize to fund its operation.
  - d. The offeror should identify and describe the discount, global fee pricing packaging/discounts, etc., arrangements the offeror has in place with various specialty types (e.g. physician, surgeon, facility, radiology, anesthesiology, laboratory, physical therapy, etc.).
  - e. The offeror should discuss how they perform reviews for unbundling; upcoding, or other creative billing.
  - f. The offeror should provide a financial overview of each of the offeror's existing PPO networks.
  - g. The offeror should describe how often rates are re-negotiated with the various PPO network providers.
  - h. The offeror should discuss in detail the database for determining usual and customary fees for the PPO network, including an explanation of how the Missouri experience is expressed.
  - i. The offeror should indicate how often PPO network providers are evaluated for cost effectiveness.
9. The offeror should provide a written certification, signed by a Fellow or Associate of the Casualty Actuarial Society who has significant experience with the Missouri Workers' Compensation market, stating that the actuary has reviewed the offeror's structure, operations, and its discounts with healthcare providers. The certification should demonstrate that the actuary has concluded that the offeror will be able to reduce the workers' compensation medical expenses for the State of Missouri during the contract period by the offeror's average savings as indicated on the Pricing Page. The offeror should also provide a resume that documents the offeror's workers' compensation experience.
10. The offeror should provide/submit the following information related to the proposed Satisfaction/Quality Assurance Survey,
  - a. The offeror should describe the methodology used in performing Satisfaction/Quality Assurance Survey and why that method is preferred.
  - b. The offeror should describe the methodology used for evaluating the results of a Satisfaction/Quality Assurance Survey.

**EXHIBIT D CONTINUED**

- c. The offeror should submit a sample copy of a proposed Satisfaction/Quality Assurance survey.
11. The offeror should provide/submit the following information related to the proposed Grievance Procedure.
- a. The offeror should describe the methodology used in implementing and performing a grievance procedure for injured employees and why that method is preferred.
  - b. The offeror should describe the methodology used for evaluating the results of an injured employee's grievance.
  - c. The offeror should submit a flow chart describing the proposed grievance procedure.
  - d. The offeror should submit a sample letter informing the injured employee of the results of the grievance.
12. The offeror should provide/submit the following information related to the proposed provider evaluation.
- a. The offeror should describe the methodology used in performing annual performance evaluations of PPO network providers to assess quality, timelines, and cost effectiveness of care and why that method is preferred.
  - b. The offeror should describe the methodology used for evaluating the results of a PPO network provider performance evaluation and how that information is used to improve the quality and cost effectiveness of care within the PPO network.
  - c. The offeror should submit a sample copy of a proposed provider performance evaluation.
  - d. The offeror should describe how quality care is monitored utilizing the Occupational Medicine Practice Guidelines of the American College of Occupational and Environmental Medicine throughout the PPO network and steps taken when inappropriate care is identified.
  - e. The offeror should describe how the PPO's peer review procedure is utilized and how that information is used to improve the quality and cost effectiveness of care within the PPO.
13. The offeror should submit procedures that would allow for an orderly transition of services which should include:
- a. Procedures to identify current providers of injured employees; and
  - b. Procedures to notify such providers of change in billing address.
14. The offeror should identify the number of claims adjusting personnel proposed to maintain efficient and successful claims adjusting services.
15. The offeror should demonstrate how they will oversee and ensure that the critical functions of the claims adjusting services will be covered. The offeror should demonstrate how they will keep personnel properly staffed and adequately trained to meet the timeframes and requirements of the contract.

**EXHIBIT D CONTINUED**

**Physician Consultant Services** - If the offeror is proposing to provide Physician Consultant Services, the offeror should submit or describe the following:

1. Physician Consultant Services: The offeror should outline the method each physician consultant prefers for telephone contact by the state agency.

**Economic Impact to Missouri** - The offeror should respond to the following:

1. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
2. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
3. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

**Organizational Chart** - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel. The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the offeror's organization.



**EXHIBIT E**

## **IMPLEMENTATION PLAN**

Implementation Plan – If the offeror is proposing to provide PPO Network services, the offeror should present an Implementation Plan that includes a tentative schedule for the implementation of the PPO Network services. The Implementation Plan should begin from the effective date of the contract to the day PPO Network services are fully operational. The Implementation Plan should be presented as calendar days, not actual dates. In addition, the offeror should specify the personnel proposed to perform each task and the number of work hours each person will be working on that particular event.

"Completion Day" should be specified as a certain number of days from date of contract award until completion of the specific task and should be expressed as calendar days, not specific dates.

"Assigned Personnel" should be identified by name rather than project title unless such personnel are yet to be hired.

"Workhours" should indicate that time each assigned person will spend on the specific task.

**The implementation phase must not exceed 60 days following award of the contract.**

[illegible]

**EXHIBIT F**  
**PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror's proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

<b>MBE Participation Commitment Table</b>		
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE</b> (% of the Actual Total Contract Value)	<b>Description of Products/Services to be Provided by Listed MBE</b>  <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the MBE is proposed to perform.</i>
<b>PPO Network</b>		
1.	%	Product/Service Proposed: ----- RFP Paragraph References:
2.	%	Product/Service Proposed: ----- RFP Paragraph References:
3.	%	Product/Service Proposed: ----- RFP Paragraph References:
<b>Total MBE Percentage:</b>	<b>%</b>	
<b>Physician Consultant Services</b>		
1.	%	Product/Service Proposed: ----- RFP Paragraph References:
2.	%	Product/Service Proposed: ----- RFP Paragraph References:
3.	%	Product/Service Proposed: ----- RFP Paragraph References:
<b>Total MBE Percentage:</b>	<b>%</b>	

<b>WBE Participation Commitment Table</b>		
(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Women Business Enterprise (WBE) Proposed</b>	<b>Committed Percentage of Participation for Each WBE</b> (% of the Actual Total Contract Value)	<b>Description of Products/Services to be Provided by Listed WBE</b> <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the WBE is proposed to perform.</i>
<b>PPO Network</b>		
1.	%	Product/Service Proposed: ----- RFP Paragraph References:
2.	%	Product/Service Proposed: ----- RFP Paragraph References:
3.	%	Product/Service Proposed: ----- RFP Paragraph References:
<b>Total WBE Percentage:</b>	<b>%</b>	
<b>Physician Consultant Services</b>		
1.	%	Product/Service Proposed: ----- RFP Paragraph References:
2.	%	Product/Service Proposed: ----- RFP Paragraph References:
3.	%	Product/Service Proposed: ----- RFP Paragraph References:
<b>Total WBE Percentage:</b>	<b>%</b>	

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>	
By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the organization for the blind/sheltered workshop is proposed to perform</i>
<b>PPO Network</b>	
1.	Product/Service(s) proposed: -----

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>	
By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the organization for the blind/sheltered workshop is proposed to perform</i>
	RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Physician Consultant Services</b>	
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:

<b>SDVE Participation Commitment Table</b>		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>	<b>Committed Percentage of Participation for Each SDVE</b> (% of the Actual Total Contract Value)	<b>Description of Products/Services to be Provided by Listed SDVE</b> <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the SDVE is proposed to perform.</i>
<b>PPO Network</b>		
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total SDVE Percentage:</b>	<b>%</b>	
<b>Physician Consultant Services</b>		
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:

2.	%	<div>Product/Service(s) proposed:</div> <div>RFP Paragraph References:</div>
<b>Total SDVE Percentage:</b>	<b>%</b>	

**EXHIBIT G****DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the offeror must either provide a letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.*

Indicate appropriate business classification(s):

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ Organization for the Blind \_\_\_\_\_ Sheltered Workshop \_\_\_\_\_ SDVE

Name of Organization: \_\_\_\_\_

*(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)*

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address (If SDVE, provide

MO Address): \_\_\_\_\_

Phone #: \_\_\_\_\_

City: \_\_\_\_\_

Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Certification # \_\_\_\_\_

SDVE's Website

Certification (or attach copy of certification)

Address: \_\_\_\_\_

Expiration

Date: \_\_\_\_\_

Service-Disabled

SDV's

Veteran's (SDV) Name: \_\_\_\_\_

Signature: \_\_\_\_\_

*(Please Print)*

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (*as the participating organization*) have agreed to provide:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization*  
*(MBE, WBE, Organization for the Blind, Sheltered Workshop, or*  
*SDVE)*

\_\_\_\_\_  
*Date*  
*(No earlier than the*  
*RFP issuance date)*

**DOCUMENTATION OF INTENT TO PARTICIPATE (continued)****SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (the SDV's award letter or the SDV's discharge paper, and the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University\*** to Which SDV's Documents were Submitted:

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous SDV's Documents were Submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which SDV's Documents were Submitted: \_\_\_\_\_ (if known)

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the DPMM website ([www.oa.mo.gov/purch/vendorinfo/sdve.html](http://www.oa.mo.gov/purch/vendorinfo/sdve.html)) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE from the listing.)

**FOR STATE USE ONLY**

SDV Documents - Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT H**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

<b><u>BOX A:</u></b>	To be completed by a non-business entity as defined below.
<b><u>BOX B:</u></b>	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/files/programs/gc_1185221678150.shtm">http://www.dhs.gov/files/programs/gc_1185221678150.shtm</a> .
<b><u>BOX C:</u></b>	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ - I am a self-employed individual with no employees; **OR**
- ☐ - The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
 Authorized Representative's Name (Please Print)

\_\_\_\_\_  
*Authorized Representative's Signature*

\_\_\_\_\_  
 Company Name (if applicable)

\_\_\_\_\_  
 Date



**EXHIBIT H, continued**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the offeror must perform/provide each of the following. The offeror should check each to verify completion/submission of all of the following:

- ☐ - Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
- AND
- ☐ - Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted;
- AND
- ☐ - Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT H, continued****AFFIDAVIT OF WORK AUTHORIZATION:**

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

\_\_\_\_\_  
*Authorized Representative's Signature*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
Date

**EXHIBIT H, continued**

***(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)***

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_ (if known)

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT I**  
**MISCELLANEOUS INFORMATION**

**Outside United States**

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes        _____	No        _____
Describe and provide details:		

**Employee/Conflict of Interest:**

Offerors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

**4. PREPARATION OF PROPOSALS**

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

## 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

## 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.

- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

### **13. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

### **14. CONFLICT OF INTEREST**

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

### **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

### **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

### **17. COMMUNICATIONS AND NOTICES**

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

### **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

### **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

### **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.



If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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